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CURTIS BROONER

IN THE CIRCUIT COURT FOR THE STATE OF OREGON

FOR MULTNOMAH COUNTY

Plaintiff

vs.

BURGER KING CORPORATION

Defendant

Case No.

COMPLAINT

Breach of Agreement Negligence

Not Subject to Mandatory Arbitration Amount in Controversy: \$9,026.16 Filing Fee Authority: ORS 21.160(1)(a)

1.

FACTUAL ALLEGATIONS

On the afternoon of Saturday, December 15, 2018, Mr. Brooner visited his local Portland-area Burger King restaurant located at 2555 NE 238th Drive. Mr. Brooner ordered a meal, paid for his food, and took a seat in Burger King's dining area. After Mr. Brooner finished his meal, he walked into Burger King's bathroom. Mr. Brooner used the bathroom, washed his hands, then walked towards the door to leave.

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When Mr. Brooner pulled on the door handle to leave the bathroom, the door would not open. After repeatedly pulling hard on the door handle without success, Mr. Brooner took out his phone and called the Burger King number listed on his receipt. Burger King employees repeatedly tried pushing on the bathroom door but were unable to open it. Burger King employees eventually slid a fly swatter under the bathroom door and told Mr. Brooner to use it to pry the bathroom door lock open. Despite eventually cutting his hand attempting to use the fly swatter on the lock, the bathroom door would not open. Mr. Brooner could hear Burger King employees and customers laughing while he remained locked inside its bathroom for well over an hour before a locksmith finally came and broke him out. Burger King provided Mr. Brooner a Band-Aid and ointment for the cut on his hand, and offered to settle in exchange for a lifetime supply of Burger King meals at no cost.

CAUSES OF ACTION

Claim 1 - Breach of Agreement

After the incident described in this complaint, Burger King offered to settle with Mr. Brooner in exchange for a lifetime supply of Burger King meals at no cost. Mr. Brooner accepted Burger King's offer. After initially providing Mr. Brooner with meals at no cost, Burger King reneged and told Mr. Brooner that it no longer intended to honor the agreement.

Mr. Brooner seeks a court order for specific performance requiring Burger King to resume providing him a lifetime supply of meals at no cost as agreed.

Mr. Brooner is 50 years old. A Burger King Whopper® Meal costs \$7.89. Assuming Mr. Brooner lives to be 72 years old and consumes on average one Burger King Whopper® Meal per week for the rest of his life, the value of Burger King's agreement to Mr. Brooner is \$9,026.16. If the Court will not require Burger King's specific performance under the agreement, Mr. Brooner instead requests judgment for \$9,026.16 against Burger King, which is the value of the lifetime supply of Burger King meals that he was promised.

Claim 2 - Negligence

If Burger King refuses to honor its agreement with Mr. Brooner, or if Burger King's attorneys later argue no legally enforceable agreement was reached, then Mr. Brooner intends to seek compensation for his injuries.

At all times in December 2018, defendant Burger King Corporation (Burger King) operated the Burger King fast food restaurant located in the Portland, Oregon area at 2555 NE 238th Drive. Burger King had a duty to maintain its premises in a safe and suitable condition for its customers. Prior to December 15, 2018, Burger King's bathroom door showed signs of damage caused by other people who had previously been locked inside the bathroom, establishing that Burger King knew and should have known that its bathroom door lock was not safe or suitable for use by its customers. As alleged in this complaint, Burger King was negligent in failing to exercise reasonable care and by failing to maintain its premises in a safe and suitable condition for Mr. Brooner. Mr. Brooner was harmed and injured as a result of being locked in Burger King's bathroom for well over an hour. Mr. Brooner's injuries were due in whole or in part to the acts and omissions of Burger King, which was negligent in one or more respects:

- a. In failing to act as a reasonably prudent restaurant
- b. In failing to maintain its bathroom in a safe and suitable condition
- c. In failing to timely and safely assist Mr. Brooner in exiting its bathroom

As a direct result of Burger King's negligent acts and omissions as alleged in this complaint, Mr. Brooner experienced injuries and harm, all of which were reasonably foreseeable:

- a. Pain caused by a cut to this hand
- b. Discomfort caused by being physically confined inside a Burger King bathroom for well over an hour
- c. Embarrassment caused by being laughed at while confined inside a Burger King bathroom for well over an hour

If Burger King refuses to honor its prior settlement agreement, then Mr. Brooner intends to requests fair compensation for his harm in an amount to be determined by the jury to be reasonable, but not to exceed \$9,026.16.

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PRAYER FOR RELIEF

Mr. Brooner respectfully requests relief as sought in paragraphs 3 through 5, reimbursed costs and disbursements, maximum pre and post judgment interest, and any other relief the Court may deem necessary.

7.

REQUEST FOR JURY TRIAL

Mr. Brooner respectfully requests a trial by a jury.

January 1, 2019

RESPECTFULLY FILED,

/s/ Michael Fuller

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